



**SPECIAL TERMS  
& CONDITIONS  
B - RENTAL OF  
EQUIPMENT**

**TVH EQUIPMENT**



## **SPECIAL TERMS & CONDITIONS**

### **B – RENTAL OF EQUIPMENT**

#### **Art. 1 Subject**

- 1.1 The subject of the Rental Agreement is always a basic device without additional special equipment, unless otherwise explicitly agreed in writing.

#### **Art. 2 Rental guarantee**

- 2.1 At the beginning of the Rental Agreement, the Supplier may demand from the Client-Renter a sum as a guarantee and/or an advance. The guarantee is credited after the termination of the Rental Agreement on the invoice or transferred back after the Supplier has established that the Equipment Rented is still in good condition and that the Client-Renter has fulfilled all its obligations as set out in Art. 8 of the present Special Terms & Conditions, failing which the said guarantee sum will be retained in part or in full by the Supplier.

#### **Art. 3 Rental Price**

- 3.1 Where a Rental Agreement is for a fixed duration, the Rental Price can be expressed per working day, per week or per month. If the Rental Agreement starts or ends in the course of a month, the Rental Price will be calculated pro rata temporis. Where a Rental Agreement is for an unlimited duration, the Rental Price is expressed per working day, per week or per month. If the Rental Price is expressed per working day and the Rental Agreement starts or ends in the course of a working day, that working day shall be counted for the calculation of the Rental Price as a full working day. If, however, the Rental Price is expressed per week or per month, and the Rental Agreement starts or ends in the course of a week or a month, the Rental Price shall be calculated pro rata temporis.
- 3.2 Where a Rental Agreement is for a fixed duration of longer than twelve months, the Rental Price is fixed for the whole first year, starting from the delivery of the Equipment Rented. For each of the subsequent years, 35% of the Rental Price may be increased or reduced depending on the fluctuation in the wage index.
- 3.2.1 The wage index is the s-parameter published by Fabrimetal West-Vlaanderen.
- 3.2.2 The basic index is that of the month of delivery.
- 3.3 Irrespective of whether a Rental Agreement is for an unlimited or fixed duration, the Rental Price shall apply for the use of the Equipment Rented for the maximum number of working hours per year/per week/per working day and per piece of equipment as laid down in the Rental Agreement. For every hour in excess of the said maximum, the Supplier shall calculate an additional Rental Price, calculated in proportion on the basis of the contractually fixed Rental Price.
- 3.4 The Supplier shall at all times have the right to record the status of the hour meter in order to establish the actual duration of the use of the Equipment Rented. The Client-Renter shall provide a written communication of the status of the hour meter at the Supplier's simple request.

#### **Art. 4 Payment deadline**

- 4.1 Invoices for the Equipment Rented are payable net cash within thirty (30) days from the end of the month after the date of the Supplier's invoice. The Rental Price and the Costs for the Equipment Rented are billed monthly by the Supplier. However, on termination by the Client-Renter and dissolution at the Client-Renter's expense of an unlimited Rental Agreement, the Rental Price and the Costs shall be billed immediately to the Client-Renter.

#### **Art. 5 Delivery of the Equipment Rented**

- 5.1 If the Rental Agreement is not signed by the Client-Renter when it is created, then the Client-Renter must sign and return the Rental Agreement to the Supplier no later than 24 hours after receipt thereof. If the Client-Renter fails to return a signed Rental Agreement within the above deadline, then the Client-Renter will be assumed to have accepted the Rental Agreement simply because the Equipment Rented is being used.
- 5.2 The Equipment Rented is made available to the Client-Renter in a branch of the Supplier. If the Client-Renter expressly so requests in writing, the Equipment Rented can be made available to the Client-Renter at the address indicated in the Rental Agreement, and it will be for the Client-Renter itself to cover the costs associated with the transport and delivery. The Supplier is entitled to deliver the Equipment Rented, or have it delivered, to the address indicated by the Client-Renter at the latter's risk, even if the Client-Renter is not present. The bill of lading shall serve as proof of delivery.

#### **Art. 6 Condition of the Equipment Rented**

- 6.1 The Equipment Rented is Rented as found on delivery.
- 6.2 Depending on the type, the Equipment Rented is delivered with a full fuel tank or with a charged battery.
- 6.3 The Client-Renter shall make a normally attentive inspection of the Equipment Rented immediately on delivery, and shall check for defects or faults.
- 6.4 If neither the Client-Renter nor its representative is present at the time of delivery, the Client-Renter shall have a period of 24 hours after written confirmation of the delivery of the Equipment Rented in which to check the Equipment Rented.
- 6.5 Acceptance without immediate protest or without protest within the above deadline of 24 hours after delivery of the Equipment Rented covers visible defects and removes the Client-Renter's right to complain subsequently about visible defects.
- 6.6 Defects discovered during the Rental period must be brought to the Supplier's attention in writing. The Supplier covers, for a period of six (6) months, all latent defects in the Equipment Rented which hamper the use thereof.
- 6.7 At the end of the Rental Agreement, the Client-Renter shall return the Equipment Rented to the Supplier in the condition in which it received the Equipment Rented.
- 6.8 All damage to the Equipment Rented, aside from normal wear and tear, recorded at the time of return will be deemed to have been caused by the



Client-Renter and the Client-Renter shall therefore be responsible for paying all costs arising therefrom.

## **Art. 7 Maintenance and repair of the Equipment Rented**

- 7.1 Maintenance and repair work may be carried out exclusively by the Supplier or a person appointed by the Supplier.
- 7.2 The Supplier must be notified by the Client-Renter by telephone and in writing regarding the maintenance and repairs requiring to be carried out.
- 7.3 Where necessary, the Supplier shall make every effort to carry out the maintenance and repair work, or have it carried out, as quickly as possible.
- 7.4 For this purpose, the Client-Renter shall make the Equipment Rented and the necessary facilities and space available to the Supplier or its appointed person in such a way that the Supplier's agent(s) can carry out the maintenance and repair work during the Supplier's normal working hours.
- 7.5 Where a Rental Agreement is for a fixed duration of longer than twelve (12) months, the Client-Renter shall provide the necessary locked storage space so that the Supplier can accommodate a stock of spare parts on site. The Client-Renter shall take out the necessary insurances for the full value of the spare parts from the date on which they are placed in the storage space.
- 7.6 If the maintenance and repair work cannot be carried out at the Client-Renter's premises, such work shall be carried out at the Supplier's premises.
- 7.7 If the Supplier deems it not to be reasonably possible to repair the Equipment Rented at the Client-Renter's premises, and such repairs will take longer than one (1) working day, then for the duration of the repair at the Supplier's premises, replacement equipment shall be made available to the Client-Renter. Such replacement equipment will not necessarily be identical to the equipment to be repaired. The costs associated with the provision of the replacement equipment shall be payable by the Supplier, unless the repair is to be paid for by the Client-Renter.
- 7.8 The Client-Renter shall not have the right to demand compensation if the Equipment Rented is temporarily not able to be used.
- 7.9 Repairs which can be proved to be necessary because of fault by the Client-Renter shall be payable by the Client-Renter, as well as minor Rental repairs.
- 7.10 Repair work chargeable to the Client-Renter is billed separately and payable as per the Special Terms & Conditions – Maintenance and Repair.
- 7.11 If the Supplier's intervention is requested for repairs, and the request is cancelled at a time when the Supplier's staff is already on the way, the wasted hours and the wasted travel costs will be billed to the Client-Renter.

## **Art. 8 Obligations of the Client-Renter**

### **8.1 The Client-Renter undertakes:**

- 8.1.1 To comply with the provisions of the Rental Agreement and all local regulations relating to the ownership and use of the Equipment Rented, including, but not limited to, the legal prescriptions with regard to the use of personal protective equipment.

- 8.1.2 To use the Equipment Rented prudently for the purposes for which it is intended in the Rental Agreement or, failing that, in accordance with the normal purpose of the Equipment Rented.
- 8.1.3 To provide the daily inspection and maintenance of the Equipment Rented using the technical checklist and lubrication schedule supplied with the documentation accompanying the Equipment Rented, including a daily inspection of the oil level, tyre pressure and battery water.
- 8.1.4 To clean the Equipment Rented both inside and out.
- 8.1.5 To store the Equipment Rented in a covered, locked location when it is not being used by the Client-Renter.
- 8.2 The Client-Renter may make the Equipment Rented available only to persons acting under its authority. In addition, such persons, like the Client-Renter itself, must hold any certificates of competence, attestations or permits that may be required by the law, and they must meet all requirements imposed inter alia by the insurer of the Equipment Rented.
- 8.3 The Client-Renter may not deposit the Equipment Rented, either completely or in part, or sublet it or hand it over as security – whether or not to third parties – in any way whatsoever. However, Client-Renters whose corporate objective is the hiring of equipment, and for whom such hiring is a regular business practice, are permitted to sublet it.
- 8.4 The Client-Renter is strictly prohibited from making any alterations to the Equipment Rented or removing markings from the device, without the Supplier's prior written consent. Any replacement and incorporated parts shall automatically become the property of the Supplier, without remuneration. Such parts and accessories may under no circumstances reduce the value of the Equipment Rented or hamper the use thereof in accordance with the purpose; in such a case the Supplier shall be entitled to have the Equipment Rented returned to its original state, at the exclusive cost of the Client-Renter.
- 8.5 The Client-Renter is solely responsible for preserving in good condition all the accessories and documents provided to it by the Supplier along with the Equipment Rented, including instructions for use, inspection reports, maintenance data, technical checklist, and EC Declaration of Conformity. If such accessories and/or documents are lost or damaged, the Client-Renter shall at its own cost supply replacements or pay for duplicates to be provided.
- 8.6 The Client-Renter shall afford the Supplier's agent free access at all times to its buildings and land or other places where the Equipment Rented is located, for the purposes of inspection or, at the end of the Rental Agreement, the retrieval of the Equipment Rented.
- 8.7 it is strictly prohibited to use the Equipment Rented for the transport of flammable, explosive and/or corrosive goods, to use it in a corrosive environment, to use the Equipment Rented to take part in competitions and/or test drives and to use the Equipment Rented to push, pull or tow away another vehicle.
- 8.8 The Equipment Rented may not be used for driving tests, unless the Supplier is first explicitly asked by the Client-Renter and gives its prior written consent.



- 8.9 The Client-Renter shall notify the Supplier immediately if the Equipment Rented is defective or damaged. The Client-Renter shall also provide the Supplier, at its first request, with all necessary details and information.

## **Art. 9 Insurance of the Equipment Rented**

- 9.1 The Client-Renter shall take out insurance for the entire duration of the Rental Agreement to cover its third-party liability for all damage to persons and property as a result of the use or possession of the Equipment Rented.
- 9.2 The Client-Renter shall, furthermore, insure the Equipment Rented itself against material damage, be it by fire, theft, unauthorised acquisition, vandalism, loss, breakdown, collision, etc. which result in the complete or partial damage or destruction of the Equipment Rented. The Client-Renter shall provide the Supplier, if it so requests, with a copy of the policy it has taken out and proof of payment of the premium.
- 9.3 The Equipment Rented may not be used at an address other than the one stated in the Rental Agreement. The Equipment Rented may not be used on the public highway, unless with the prior written consent of the Supplier, which in such a case will provide the necessary documents. If the Equipment Rented is used on the public highway, the Client-Renter shall take out insurance for the purposes, at its own cost, and it shall be required to indemnify the Supplier for all fees, fines, towing costs and storage costs that such use may engender.

## **Art. 10 Rights of the Supplier**

- 10.1 The Supplier shall have the right at all times to replace the Equipment Rented in part or in full by similar equipment and to retrieve it in the event of Force Majeure as set out in Art. 8 of the General Conditions.
- 10.2 The Supplier shall have the right to suspend the performance of any of its obligations under the Rental Agreement, if the Client-Renter itself fails to comply with any obligation under this or any other Agreement that it has concluded with the Supplier.
- 10.3 Unless otherwise expressly agreed in writing, the Supplier shall at all times have the right to have the Rental Agreement carried out in part or in full by third parties. The Rental Agreement shall remain otherwise applicable without change.

## **Art. 11 Ownership of the Equipment Rented**

- 11.1 The Supplier is the exclusive owner of the Equipment Rented.
- 11.2 The Client-Renter undertakes to affix the ownership plate supplied to it in an easily visible location on the Equipment Rented, and to ensure that this is not damaged, removed or covered.
- 11.3 The Client-Renter shall notify the Supplier immediately in writing of any relevant fact that may pose a risk to the ownership or use of the Equipment Rented. This shall include cases where part or all of the Equipment Rented is stolen, damaged or requisitioned or technically defective; where it is involved in an accident causing physical or material damage; where a third party lays claim to part or all of the Equipment Rented or takes protective measures with regard to it.

- 11.4 In such cases, the Client-Renter shall immediately provide written notification to the acting bailiff or the attaching party or any other third party involved of the fact that the Equipment Rented is the property of the Supplier.

- 11.5 If the Client-Renter is not the owner of the building or land where the Equipment Rented is located or if it ceases to be the owner, it must inform the owner or the new owner of the building or land by registered letter that the Equipment Rented is not its property.

- 11.6 The Supplier may at any time demand the production of confirmation of both of the above notifications.

## **Art. 12 Subrogation**

- 12.1 The Client-Renter authorises the Supplier, at the Client-Renter's cost, to pursue itself, or have pursued, all actions deriving from the damage caused to the Equipment Rented, and to recover any compensation itself. The Client-Renter therefore now cedes all its rights vis-à-vis third parties which are responsible for the damage caused to the Equipment Rented.

## **Art. 13 Duration of the Rental Agreement**

- 13.1 The Rental Agreement may be concluded for a limited or unlimited duration. A Rental Agreement for a limited duration shall always be concluded by way of a contract to be signed by both parties.
- 13.2 The Rental Agreement shall commence on the date of the delivery of the Equipment Rented as set out in Art. 5 and in accordance with the arrangements in Art. 3 of the present Special Terms & Conditions, and the Rental Agreement shall terminate on the date of the expiry of the Rental Agreement if it is a Rental Agreement of a limited duration, or else 24 hours after the written notification by the Client-Renter that it is terminating the unlimited-term Rental Agreement. The Supplier shall then cease charging the Client-Renter the Rental Price after that 24-hour period. However, the risk with regard to the Equipment Rented shall continue to be covered by the Client-Renter until the Equipment is actually returned to or retrieved by the Supplier. The Supplier undertakes to retrieve the Equipment Rented from the Client-Renter, if the latter so requests, within eight (8) working days of the notification.
- 13.3 The parties shall not be entitled to invoke tacit extension or renewal, unless they have stipulated this in writing when concluding the limited-term Rental Agreement and fixed a deadline for extension or renewal.
- 13.4 However, in the event that the Equipment Rented is not returned to the Supplier by the Client-Renter on the contractual end date of the Rental Agreement, the Rental Price shall continue to be charged by way of remuneration for use until the date on which the Equipment Rented is actually returned by the Client-Renter to a branch of the Supplier, unless otherwise agreed in writing.
- 13.5 The Supplier may terminate the Rental Agreement immediately and automatically by registered letter, with the Client-Renter having no right to compensation, in the following cases:
- 13.5.1 Serious damage to the Equipment Rented;



13.5.2 Theft or loss of the Equipment Rented;

13.5.3 Where the maintenance and/or repair costs falling to the Supplier under this or any other Rental Agreement yield a less favourable result than the Supplier could reasonably have expected when it entered into the Rental Agreement;

13.5.4 If the Client-Renter fails to respect its obligations under the Rental Agreement.

13.6 The Supplier reserves the right to consider the Rental Agreement automatically and without prior notice as dissolved to the detriment of the Client-Renter in the event of bankruptcy, judicial arrangement or assimilated legal procedure, postponement of payment, clear inability of the Client-Renter, placing of the Client-Renter under the protection of the WCO, liquidation, placing in administration, publication of disputed bills, summons before the court following overdue payment, the opening of a file by a service to identify struggling businesses, sale, transfer, settlement in another country, collateral, contribution to a company of its business premises or its equipment by the Client-Renter, or if a Client-Renter fails to accept a bill in a timely manner.

13.7 Where a Rental Agreement is terminated by the Client-Renter or dissolved at the Client-Renter's expense, the Client-Renter undertakes within eight (8) days to make a payment for compensation for termination stipulated in accordance with Art. 13.8.

13.8 If a limited-term Rental Agreement for sixty (60) months or more is terminated by application of the previous paragraph, the Supplier shall in addition be entitled to compensation and/or payment for termination at the Client-Renter's expense, set at a flat rate of 20% of the Rental Price for the unexpired period, with a minimum amount equivalent to the Rental Price over four (4) months, without prejudice to the right for the Supplier to demand higher compensation if the actual damage is greater.

## Art. 14 Responsibility and liability of the Client-Renter

14.1 The Client-Renter shall bear the risks and responsibility in respect of the Equipment Rented from the time of delivery to the time at which the Equipment Rented is actually returned to a branch of the Supplier or is retrieved by the latter.

14.2 If it is agreed that the Supplier or carrier shall make the Equipment Rented available to the Client-Renter other than at a branch of the Supplier, the Client-Renter shall nevertheless bear all risks and responsibilities from the time that the Equipment Rented leaves that branch of the Supplier.

14.3 The Client-Renter shall, on behalf of the Supplier, conduct the following tasks or repair the following damage, this list not being exhaustive: repairs following collision, overload, unauthorised use or negligence; damage to the underside of the Equipment Rented, tyres, windscreens, roof, interior, mirrors, lights; damage following misuse or careless use; damage following contamination with paint and/or the use of stickers; damage to personal

items and loss and/or damage of the key; damage following neglect, attempted theft, theft, attempted break-in, break-in or vandalism; improper use as described in Art. 8.7 of the present Special Terms & Conditions; damage by an exclusive fault and/or deliberate damage; fines or other penalties levied because of faults or events occurring during the Rental period which relate to the Equipment Rented. The Client-Renter shall be required to pay the Rental Price throughout the period during which the Supplier is carrying out the repairs described above.

14.4 The Client-Renter is likewise liable for material and physical damage caused by the use of the Equipment Rented to third parties, to the Client-Renter itself or to one of its staff or agents.

## Art. 15 Return of the Equipment Rented

15.1 The Client-Renter shall, at its own expense, return the Equipment Rented on the day on which the Rental Agreement ends, no later than 17:00 (5:00 pm), to a branch of the Supplier. The Client-Renter may ask the Supplier to come and fetch the Equipment Rented, at the Client-Renter's expense.

15.2 The Equipment Rented must be returned in a perfect condition in terms of maintenance, cleaned, in good working order and accompanied by all the associated documents.

15.3 Without prejudice to the Supplier's right, as provided in Art. 13.4, the Supplier may ask the Client-Renter for compensation of 150 EUR per calendar day of delay, if the Equipment Rented is returned late.

15.4 After the termination of the Rental Agreement, the Supplier will check the Equipment Rented within two (2) weeks for damage and defects. If the Supplier finds damage and/or defects, then it will draw up a damage estimate, which it will pass on to the Client in writing. The Client has five (5) working days from its despatch to dispute the said damage estimate by email or fax. Failing any such dispute within the above deadline, the Client will be deemed to have accepted liability for the damage and/or defects and to agree to repay the amounts cited in the Supplier's damage estimate.

